

<i>SERFF Tracking Number:</i>	<i>FFDC-125613868</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Automobile Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NARPG0208-F</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1000 CMP Sub-TOI Combinations</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Property-Gard and Property-Gard Select - Manufacturers' Green Coverage</i>		
<i>Project Name/Number:</i>	<i>Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208</i>		

## Filing at a Glance

Companies: American Automobile Insurance Company, Associated Indemnity Corporation, Fireman's Fund Insurance Company, National Surety Corporation, The American Insurance Company

Product Name: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage SERFF Tr Num: FFDC-125613868 State: Arkansas

Gard Select - Manufacturers' Green Coverage

TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed

State Tr Num: EFT \$50

Portion Only

Sub-TOI: 05.1000 CMP Sub-TOI Combinations Co Tr Num: NARPG0208-F

State Status: Fees verified and received

Filing Type: Form

Co Status: Pending

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Michelle Davanzo, Gina Bondanza

Disposition Date: 04/22/2008

Date Submitted: 04/17/2008

Disposition Status: Approved

Effective Date Requested (New): 05/15/2008

Effective Date (New): 05/15/2008

Effective Date Requested (Renewal): 06/01/2008

Effective Date (Renewal): 06/01/2008

State Filing Description:

## General Information

Project Name: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage

Status of Filing in Domicile:

Project Number: NWPG0208

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/22/2008

State Status Changed: 04/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

*SERFF Tracking Number:* FFDC-125613868 *State:* Arkansas  
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*Project Name/Number:* Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208

Dear Sir or Madam:

Enclosed for your review and approval is a new endorsement that enhances the insurance protection provided under our previously approved programs.

Manufacturers' Green Coverage Endorsement – 143638 04 08

The Manufacturers' Green Coverage Endorsement – 143638 enhances insurance protection under the following Coverage Parts:

- Commercial Property Coverage Part
- Property-Gard Select Real and Personal Property Coverage Section

Manufacturers' Green Coverage Endorsement Declarations – 143638DEC 04 08

The Manufacturers' Green Coverage Endorsement – 143638DEC is the declarations page which provides the limits of insurance for coverage described within the Manufacturers' Green Coverage Endorsement- 143638. Limits of insurance are adjustable and may be raised or lowered in order to tailor coverage to meet the individual needs of the customer.

Eligibility

The Manufacturers' Green Coverage Endorsement – 143638 and 143638DEC may be attached to any commercial policy with the Coverage Parts noted above.

Enclosed are:

- Manufacturers' Green Coverage Endorsement – 143638 04 08;
- Manufacturers' Green Coverage Endorsement Declarations – 143638DEC 04 08;
- New Manual Page 1-2 Ed. 04 08
- Explanatory Memorandum

Your approval/acknowledgement of this filing, which has a proposed effective date of May 15, 2008 and a renewal date of June 1, 2008 would be appreciated.

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## Company and Contact

### Filing Contact Information

Michelle Davanzo, Regulatory Services Senior Analyst  
mdavanzo@ffic.com

777 San Marin Drive  
Novato, CA 94998  
(415) 899-2660 [Phone]  
(866) 290-0671[FAX]

### Filing Company Information

American Automobile Insurance Company	CoCode: 21849	State of Domicile: Missouri
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1608585	
	-----	

Associated Indemnity Corporation	CoCode: 21865	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1708002	
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Fireman's Fund Insurance Company	CoCode: 21873	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-3290 ext. [Phone]	FEIN Number: 94-1610280	
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National Surety Corporation	CoCode: 21881	State of Domicile: Illinois
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 36-2704643	
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The American Insurance Company	CoCode: 21857	State of Domicile: Nebraska
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-0731810	
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Portion Only

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Project Name/Number: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Automobile Insurance Company	\$50.00	04/17/2008	19665738
Associated Indemnity Corporation	\$0.00	04/17/2008	
Fireman's Fund Insurance Company	\$0.00	04/17/2008	
National Surety Corporation	\$0.00	04/17/2008	
The American Insurance Company	\$0.00	04/17/2008	

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	04/22/2008	04/22/2008

### Amendments

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Dec Page	Supporting Document	Gina Bondanza	04/17/2008	04/17/2008

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## Disposition

Disposition Date: 04/22/2008  
 Effective Date (New): 05/15/2008  
 Effective Date (Renewal): 06/01/2008  
 Status: Approved  
 Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

<b>Overall Percentage Rate Indicated For This Filing</b>	0.000%
<b>Overall Percentage Rate Impact For This Filing</b>	0.000%
<b>Effect of Rate Filing-Written Premium Change For This Program</b>	\$0
<b>Effect of Rate Filing - Number of Policyholders Affected</b>	0

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Project Name/Number: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	NAIC Form Schedule	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Dec Page	Approved	Yes
Form	Manufacturers' Green Coverage Endorsement	Approved	Yes

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**Amendment Letter**

Amendment Date:

Submitted Date: 04/17/2008

**Comments:**

Hello,

We need to add the following Dec page to this filing. Please see below:

Thank you,

Gina

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Dec Page**

Comment:

Mfg Green Coverage End v2 - Dec.pdf



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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Manufacturers' Green Coverage Endorsement	143638	04 08	Endorsement New nt/Amendment/Conditions		0.00	143638 04 08 Mfg Green Coverage Endorsement.pdf

## Manufacturers' Green Coverage Endorsement - 143638 04 08

This endorsement modifies insurance provided under the following:

Property-Gard Building and Personal Property Coverage Form  
Property-Gard Select Real and Personal Property Section

### I. Coverage

- A. We insure Covered Property or Property Insured that you own, or such property that is leased or rented by you, if the terms of an applicable written lease requires you to provide property insurance, at locations described in the Schedule of this Endorsement.
- B. We cover such property against direct physical loss or damage caused by or resulting from a Covered Cause of Loss.

### II. Green Upgrade Coverage

- A. Green Upgrade Coverage applies to Covered Property or Property Insured at the **premises** described in the Schedule of this Endorsement that are not **certified green buildings** as rated by the **green rating authority**.
- B. We will pay the increased cost to replace such damaged or destroyed property with products or construction materials of otherwise equivalent quality and function, existing at the time of loss, that meet the requirements of the **green rating authority**.
- C. If there is no equivalent material or product that is acceptable under the requirements of II.B. above, then we will pay to replace damaged or destroyed property with products or construction materials of otherwise equivalent quality and function, existing at the time of loss, that will:
  - 1. Use energy, water, oil, natural gas, or other resources more efficiently;
  - 2. Improve human health; or
  - 3. Otherwise conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize your impact on the environment.
- D. If the options described under items II.B. or C. above are not available, or are not acceptable options to you, then the Green Upgrade Coverage provided by this Endorsement does not apply.
- E. Green Upgrade Coverage is provided on a Replacement Cost basis, however the following valuation and loss settlement provisions are deleted and replaced, as applicable, by items II.B. or C. above:
  - 1. Item G.3.e.(2). (a) of the Property-Gard Building and Personal Property Coverage Form -142000; or
  - 2. Item K.1.a. and d.(2). of the Property-Gard Select Real and Personal Property Coverage Section – 190001.

### III. Certified Green Building Coverage

- A. Certified Green Building Coverage applies to Covered Property or Property Insured at the **premises** described in the Schedule of this Endorsement that comprise your **certified green building(s)**.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

- B. We will pay under the Property-Gard Building and Personal Property Coverage Form -142000, or the Property-Gard Select Real and Personal Property Coverage Section – 190001, whichever form applies, to replace such damaged or destroyed property with products or construction materials of otherwise equivalent quality and function, existing at the time of loss, that meet the **certified green building** requirements of the **green rating authority**.
- C. We will pay under Certified Green Building Coverage the reasonable and necessary additional costs that you incur to upgrade your Covered Property or Property Insured to meet current certification requirements in order to:
  - 1. Maintain the same level of certification that your **certified green building** had prior to the loss or damage; or
  - 2. Attain certification at one level above the certification level that your **certified green building** had prior to the loss or damage.
- D. We will not pay under Certified Green Building Coverage for any additional costs to upgrade Covered Property or Property Insured unless:
  - 1. Such property sustains direct physical loss or damage by a Covered Cause of Loss under this policy; and
  - 2. Certification requirements have been upgraded since you last acquired **certified green building** status.
- E. Certified Green Building Coverage is provided on a Replacement Cost basis in accordance with the following:
  - 1. Item G.3. of the Property-Gard Building and Personal Property Coverage Form -142000; or
  - 2. Item K.1. of the Property-Gard Select Real and Personal Property Coverage Section – 190001.

#### IV. Covered Property or Property Insured

The following amendments apply to the Covered Property section contained in the Property-Gard Building and Personal Property Coverage Form -142000, or the Property Insured section of the Property-Gard Select Real and Personal Property Coverage Section - 190001, whichever coverage is provided by this policy:

##### A. Alternative Power Generating Equipment

- 1. Covered Property and Property Insured covered under this policy is amended to include **alternative power generating equipment** whether situated above or below ground, and which is situated within 1000 feet of the described location.
- 2. If the Declarations show you have Business Income or Business Income with Extra Expense Coverage, and your **alternative power generating equipment** feeds surplus power into a public utility power grid and that public utility provides credits, reimbursements, rebates, or income to you for that power, then we will pay for the actual loss of **business income** or **rental value**, that you sustain due to the necessary full or partial suspension of your **alternative power generating equipment** during the **period of restoration**.
- 3. If the Declarations show you have Business Income with Extra Expense, Extra Expense, or Expediting Expense Coverage, then we will pay for the actual and necessary **extra expense** or expediting expense that you sustain to purchase replacement power from a public utility due to the necessary full or partial suspension of your **alternative power generating equipment** during the **period of restoration**.
- 4. The most we will pay for loss, damage, or expense in any one occurrence under Alternative Power Generating Equipment, is the applicable Limit of Insurance shown in the Declarations.

## B. Alternative Water Systems

1. Covered Property and Property Insured covered under this policy is amended to include **alternative water systems** whether situated above or below ground, and which is situated within 1000 feet of the described location.
2. If the Declarations show you have Business Income or Business Income with Extra Expense Coverage, then we will pay for the actual loss of **business income** or **rental value** that you sustain due to the necessary full or partial suspension of your **alternative water systems** during the **period of restoration**.
3. If the Declarations show you have Business Income with Extra Expense, Extra Expense, or Expediting Expense Coverage, then we will pay for the actual and necessary **extra expense** or expediting expense that you sustain to purchase replacement water from a public utility due to the necessary full or partial suspension of your **alternative water system** during the **period of restoration**.
4. The most we will pay for loss, damage, or expense in any one occurrence under Alternative Water Systems, is the applicable Limit of Insurance shown in the Declarations.

## V. Extensions of Coverage

In the event of loss or damage covered by this Endorsement, we will pay the following Extensions of Coverage under Green Upgrade Coverage or Certified Green Building Coverage unless specified otherwise.

### A. Vegetated Roof and Heat Island Effect Coverage

1. We will pay for outdoor trees, shrubs, plants and lawns that are:
  - a. Part of a **vegetated roof**; or
  - b. Planted specifically to dissipate the **heat island effect** of your property, including parking lots, at the location described in the Schedule of this Endorsement.
2. The following coverage clauses do not apply to Vegetated Roof and Heat Island Effect Coverage:
  - a. Item A.5.e. of the Property-Gard Building and Personal Property Coverage Form -142000; or
  - b. Item F.10. of the Property-Gard Select Real and Personal Property Coverage Section – 190001.
3. We will not pay for loss or damage to outdoor trees, shrubs, plants or lawns caused by or resulting from:
  - a. Disease; or
  - b. Dampness or dryness of atmosphere; or
  - c. Changes in or extremes of temperature; or
  - d. Insects, birds, rodents, or other animals; or
  - e. Rain, snow, ice, frost, sleet, sand, or dust, whether wind driven or not.
4. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Vegetated Roof and Heat Island Effect Coverage.

### B. Professional Design Consulting Coverage

1. We will pay the reasonable and necessary expense you incur to hire an engineer or architect accredited by a **green rating authority** to participate in the design and construction of the reconstructed building.

2. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Professional Design Consulting Coverage.

C. Commissioning Expense Coverage

1. If covered loss or damage exceeds \$10,000, we will pay the reasonable and necessary expense you incur:
  - a. To hire a **professional engineer** to provide **commissioning** or **retro-commissioning** services, including overseeing the repairs and replacement of damaged or destroyed property in order to verify and document that the existing or replacement system(s) have been installed and calibrated properly and that they perform according to the documented design criteria and manufacturers' specifications.
  - b. For a **professional engineer** to conduct a test-and-balance analysis of heating, ventilating, or air conditioning systems (HVAC) as part of the **commissioning** or **retro-commissioning**, even if the HVAC system did not sustain loss or damage.
2. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Commissioning Expense Coverage.

D. Certification Fees Coverage

1. We will pay the reasonable and necessary registration and certification fees charged by a **green rating authority** that you incur as a result of the certification process required to register as a **certified green building**.
2. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Certification Fees Coverage.

E. Recycling Additional Expense Coverage

1. We will pay for the reasonable and necessary increased costs that you incur to remove debris from your covered building and deliver to recycling facilities rather than landfills, if such debris can be recycled.
2. Any income or remuneration derived from this recycling shall be used to reduce the total loss.
3. This coverage is in addition to the Debris Removal Limit of Insurance contained within the Property Coverage Part, Property Coverage Section, or policy. All other provisions of the Debris Removal Additional Coverage (or Extension of Coverage) continue to apply.
4. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Recycling Additional Expense Coverage.

F. Flush-Out Coverage

1. We will pay the reasonable and necessary expenses you incur to flush out the reconstructed space with 100% outside air through new filtration media following reconstruction in a manner consistent with the procedures specified by the **green rating authority**.
2. The most we will pay for loss, damage, or expense in any one occurrence under this Extension of Coverage, is the Per Occurrence Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Flush-Out Coverage.

#### G. Green Financial Incentive Coverage

1. We will pay for the loss of the following financial incentives which have accrued to you as a direct result of green upgrades you have made to Covered Property or Property Insured.
  - a. Tax discounts or favorable tax rates provided to you by any governmental body;
  - b. Utility discounts or favorable utility rates provided to you by a utility company; or
  - c. Loan discounts or favorable loan financing rates provided to you by lending institutions.
2. The most we will pay for the loss of financial incentives described above in any one occurrence under this Extension of Coverage, is the lesser of:
  - a. The difference between the amount you actually paid for taxes, utilities, or loan expenses immediately prior to the covered loss or damage, and the amount you actually pay for such expenses over the two calendar years following the covered loss, which is caused solely by the loss of the financial incentives described above; or
  - b. The Limit of Insurance shown in the Schedule of this Endorsement applicable to Green Financial Incentive Coverage.

VI. The deductible(s) stated in the Declarations will apply to covered loss or damage insured under this Endorsement.

#### VII. Additional Conditions

We will not pay under this Endorsement:

1. More than the amount you actually spend to replace damaged or destroyed property used for the same purpose.
2. Until you actually replace such property. Repairs or replacement must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two year period.

#### VIII. Coinsurance

The Coinsurance Provisions do not apply to this endorsement.

#### IX. Additional Exclusions

- A. Coverage provided by this endorsement excludes loss, damage or expense caused by the enforcement of any ordinance or law that:
  1. Regulates the construction, use, zoning, repair or replacement of any property; or
  2. Requires the tearing down or removal of any property, including the cost of removing debris; or
  3. Requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify, disinfect, or neutralize, or any way respond to, or assess the effects of **pollutants**.
- B. The provisions of this endorsement do not apply to the following coverage parts provided elsewhere under this policy:
  1. Newly Acquired Property.
  2. Property at locations not specifically identified.
  3. Unnamed Location Coverage.

## X. Limits of Insurance

- A. Regardless of any other coverage or Limits of Insurance stated in this policy, the most we will pay for loss, damage, or expense in any one **occurrence** for a covered loss under this Endorsement is the applicable Blanket Per Occurrence Limit(s) of Insurance stated in the Schedule of this Endorsement.
- B. The Per Occurrence Sublimits of Insurance shown in the Schedule are a part of, not in addition to the Blanket Per Occurrence Limit(s) of Insurance stated in the Schedule of this Endorsement. If the Schedule of this Endorsement shows the term “included” as a Per Occurrence Sublimit of Insurance, then coverage under this Endorsement is subject to the applicable Blanket Per Occurrence Limit(s) of Insurance.
- C. If the Schedule of this Endorsement shows a Blanket Per Occurrence Limit(s) of Insurance in conjunction with a Per Occurrence Sublimit(s) of Insurance, then the Per Occurrence Sublimit(s) of Insurance stated in the Schedule is part of, not in addition to the Blanket Per Occurrence Limit(s) of Insurance.
- D. The Limits of Insurance provided under this Endorsement are in addition to the Limits of Insurance shown in the Declarations of this policy.

## XI. Additional Definitions

The following terms used in this Endorsement, the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, are defined as follows:

- A. **Alternative power generating equipment** means the following equipment that uses renewable resources to generate electricity, such as but not limited to:
  - 1. Solar energy systems;
  - 2. Wind energy systems;
  - 3. Geothermal energy systems;
  - 4. Low impact hydro systems;
  - 5. Bio-mass systems; or
  - 6. Bio-gas systems
- B. **Alternative water systems** means plumbing systems, pipes and pumps, cisterns and holding tanks, that circulate gray water, ground water, or rain water to the building’s domestic or non-potable water supply, or to on site water treatment facilities, or to a holding facility for outside irrigation including structures to collect rainwater or groundwater for these purposes.

Alternative water systems do not include underground pipes or sprinkler heads intended solely for purposes of landscape irrigation that are not part of your **alternative water systems** installation.
- C. **Certified green buildings** means buildings that have been certified by the **green rating authority**.
- D. **Commissioning** means the systematic process of ensuring that a building’s complex array of repaired, or newly replaced and installed systems is designed, installed, and tested to perform according to the design intent and the building owner’s operational needs.
- E. **Green** means products, processes, construction materials, furniture, fixtures, installations, improvements and betterments, or machinery and equipment that:
  - 1. Use energy, water, oil, natural gas, or other resources more efficiently;
  - 2. Improve human health; or
  - 3. Otherwise conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize your impact on the environment.

- F. **Green rating authority** means the following recognized rating authorities that create certification requirements for **certified green buildings**, and evaluate the acceptability of **green** products, processes, construction materials, furniture, fixtures, installations, improvements and betterments, or machinery and equipment:
1. The LEED® Green Building Rating System of the United States Green Building Council; or
  2. The Green Globes® Assessment and Rating System of the Green Building Initiative; or
  3. The United States Government Department of Energy "Energy Star®" program.
  4. The United States Government Environmental Protection Agency SNAP (Significant New Improvements Policy) program.
- G. **Heat island effect** means a condition where urban air and surface temperatures are higher than nearby rural areas, which is caused in part by:
1. The heat absorption of the buildings;
  2. Development of the land surface into roadways or parking lots; and
  3. Waste heat generated by energy usage from within buildings.
- H. **Professional engineer** means an engineer who has fulfilled the education and experience requirements and passed the required exams that, under state licensure laws, permit them to offer engineering services relating to **Building Commissioning** or **Retro-commissioning** directly to the public.
- I. **Retro-commissioning** means the systematic process of ensuring that a building's complex array of existing systems are tested to ensure performance according to the design intent and the building owner's operational needs.
- J. **Vegetated roof** means a layered roofing system composed of a roof deck, waterproofing, soil, and trees, shrubs, plants or lawns.
- XII. This policy is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.



<i>SERFF Tracking Number:</i>	<i>FFDC-125613868</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Automobile Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NARPG0208-F</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1000 CMP Sub-TOI Combinations</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>Property-Gard and Property-Gard Select - Manufacturers' Green Coverage</i>		
<i>Project Name/Number:</i>	<i>Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FFDC-125613868 State: Arkansas  
First Filing Company: American Automobile Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: NARPG0208-F  
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1000 CMP Sub-TOI Combinations  
Portion Only  
Product Name: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage  
Project Name/Number: Property-Gard and Property-Gard Select - Manufacturers' Green Coverage/NWPG0208

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	04/22/2008
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**Comments:**

**Attachment:**

NARPG0208 arpctd-1.pdf

<b>Satisfied -Name:</b>	NAIC Form Schedule	<b>Review Status:</b>	Approved	04/22/2008
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**Comments:**

**Attachment:**

Form Filing Schedule.pdf

<b>Satisfied -Name:</b>	Explanatory Memo	<b>Review Status:</b>	Approved	04/22/2008
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**Comments:**

**Attachment:**

Mfg Green Coverage End - Explan Memo v2.pdf

<b>Satisfied -Name:</b>	Dec Page	<b>Review Status:</b>	Approved	04/22/2008
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**Comments:**

**Attachment:**

Mfg Green Coverage End v2 - Dec.pdf

## Property & Casualty Transmittal Document

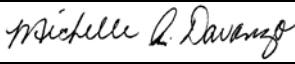
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

<b>3. Group Name</b>	<b>Group NAIC #</b>
Fireman's Fund Insurance Company	0761

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Fireman's Fund Insurance Company	California	21873	94-1610280	
The American Insurance Company	Nebraska	21857	22-0731810	
National Surety Corporation	Illinois	21881	36-2704643	
Associated Indemnity Corporation	California	21865	22-1708002	
American Automobile Insurance Company	Missouri	21849	22-1608585	

<b>5. Company Tracking Number</b>	<b>NARPG0208</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Michelle Davanzo 777 San Marin Drive Novato, CA 94998	Regulatory Analyst	415.899.2660	866.290.0671	mdavanzo@ffic.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Michelle Davanzo		

**Filing information** (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	5.1		
10.	Sub-Type of Insurance (Sub-TOI)	5.1000		
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]			
12.	Company Program Title (Marketing title)			
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14.	Effective Date(s) Requested	New:	05/15/2008	Renewal: 06/01/2008

## Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	April 17, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	NARPG0208
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed for your review and approval is a new endorsement that enhances the insurance protection provided under our previously approved programs.

Manufacturers' Green Coverage Endorsement – 143638 04 08

The Manufacturers' Green Coverage Endorsement – 143638 enhances insurance protection under the following Coverage Parts:

- Commercial Property Coverage Part
  - Property-Gard Select Real and Personal Property Coverage Section
- Manufacturers' Green Coverage Endorsement Declarations – 143638DEC 04 08

The Manufacturers' Green Coverage Endorsement – 143638DEC is the declarations page which provides the limits of insurance for coverage described within the Manufacturers' Green Coverage Endorsement- 143638. Limits of insurance are adjustable and may be raised or lowered in order to tailor coverage to meet the individual needs of the customer.

Eligibility

The Manufacturers' Green Coverage Endorsement – 143638 and 143638DEC may be attached to any commercial policy with the Coverage Parts noted above.

Enclosed are:

- Manufacturers' Green Coverage Endorsement – 143638 04 08;
- Manufacturers' Green Coverage Endorsement Declarations – 143638DEC 04 08;
- New Manual Page 1-2 Ed. 04 08
- Explanatory Memorandum

Your approval/acknowledgement of this filing, which has a proposed effective date of May 15, 2008 and a renewal date of June 1, 2008 would be appreciated.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> <b>Amount: 50.00</b></p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

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**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



**PROPERTY & CASUALTY FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms.)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by the state.)

	<b>This filing transmittal is part of Company Tracking #</b>			<b>NARPG0208</b>	
	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
	<b>Form Name/ Description/Synopsis</b>	<b>Form# Include edition Date</b>	<b>Replacement Or Withdrawn</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, (if required by state)</b>
1	Manufacturers' Green Coverage Endorsement	143638 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2	Manufacturers' Green Coverage Endorsement Declarations	143638DEC 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## **Explanatory Memorandum Manufacturers' Green Coverage Endorsement – 143638 04 08**

Enclosed for your review and approval is a new endorsement that enhances the insurance protection provided under our previously approved programs.

### **Manufacturers' Green Coverage Endorsement – 143638 04 08**

The Manufacturers' Green Coverage Endorsement – 143638 enhances insurance protection under the following Coverage Parts:

- Commercial Property Coverage Part
- Property-Gard Select Real and Personal Property Coverage Section

### **Manufacturers' Green Coverage Endorsement Declarations – 143638DEC 04 08**

The Manufacturers' Green Coverage Endorsement – 143638DEC is the declarations page which provides the limits of insurance for coverage described within the Manufacturers' Green Coverage Endorsement – 143638. Limits of insurance are adjustable and may be raised or lowered in order to tailor coverage to meet the individual needs of the customer.

### **Background and Need Assessment**

Recent market research shows that business enterprises across many industries are focusing on reducing their firm's environmental footprint, improving efficiency, manufacturing environmentally friendly products, and developing lean manufacturing principles. This modernization process is not only important for preserving natural resources but necessary to remain competitive in the global economy. Various states and municipalities are encouraging positive change by creating tax credits or economic developmental programs for voluntary conversion to "green" furniture, fixtures, equipment, and building installations. Other districts are imposing the change to "green" by upgrading building codes, ordinances, or laws which apply to new construction, building repair or renovation.

### **Coverage**

The Manufacturers' Green Coverage Endorsement – 143638 recognizes this emerging customer need by allowing the insured the option to upgrade damaged or destroyed real and business personal property with "green" products of equivalent quality and function.

### **Eligibility**

The Manufacturers' Green Coverage Endorsement – 143638 and 143638DEC may be attached to any commercial policy with the Coverage Parts noted above.

### **Premium Impact - Pricing Logic**

We expect a 10% increase in loss ratio associated with the increased cost of refitting a manufacturing plant. Since most losses are smaller in nature, they will involve Business Personal Property (BPP) such as green upgrade conversions to non-toxic furniture and energy efficient lighting or industrial machinery and equipment.

	Increased Loss Ratio		*Average BPP Rate		Needed Increase in Rate
<b>BPP</b>	10%	x	\$.163	=	\$.02

\* Refer to the Appendix for Average BPP Rate Development.



**Basic Limits:** Basic limits of \$100,000 will be provided for a basic limits premium of \$100. Basic sublimits of \$25,000 for each extension of coverage described in the endorsement will be included within the \$100 basic limits premium. A request for a reduction of the Basic Limit must be accompanied by a pro-rata reduction of the Basic Limits Premium Charge.

**Increased Limits:** Increasing the Limits of Insurance must be accompanied by premium charges based upon the rates shown in the table below.

Coverage	Basic Blanket Limit of Insurance	Basic Limits Premium	Rates for Increasing Basic Blanket Limit of Insurance Per \$100
Green Upgrade Coverage	\$100,000	\$100	Charge \$100 for the first \$100,000.
Certified Green Building Coverage	\$100,000	\$100	Charge \$100 for the first \$100,000.  Multiply \$.02 times the limit requested that is in excess of the \$100,000 basic limit.
Coverage	Sublimits of Insurance	Basic Limits Premium	Rates for Increasing Basic Sublimits of Insurance Per \$100
Vegetated Roof and Heat Island Effect Coverage	\$25,000	"Included"	No charge for sublimits that are $\leq$ \$25,000.  Multiply \$.02 times the portion of each limit that is $>$ \$25,000.
Professional Design Consulting Coverage	\$25,000	"Included"	
Commissioning Expense Coverage	\$25,000	"Included"	
Certification Fees Coverage	\$25,000	"Included"	
Recycling Additional Expense Coverage	\$25,000	"Included"	
Flush-Out Coverage	\$25,000	"Included"	
Green Financial Incentive Coverage	\$25,000	"Included"	

#### Deductible

The deductible(s) stated in the policy declarations will apply to covered loss or damage insured under this Endorsement.

## Appendix - Rate Development

Outlined below is a sample of final rates for nonsprinklered (NS) and sprinklered (AS) buildings by ISO construction type and occupancy hazard level. The sample yielded an average business personal property rate of \$.163.

<b>Business Personal Property Rates</b>							
<b>Construction Type</b>	<b>Light Hazard</b>		<b>Moderate Hazard</b>		<b>High Hazard</b>		<b>Average Rate</b>
	<b>NS</b>	<b>AS</b>	<b>NS</b>	<b>AS</b>	<b>NS</b>	<b>AS</b>	
Frame (1)	.25	.10	.35	.14	.40	.16	.233
Joisted Masonry (2)	.20	.08	.30	.12	.35	.14	.198
All Steel (3)	.15	.06	.30	.12	.40	.16	.198
Masonry Noncombustible (4)	.15	.09	.20	.10	.25	.08	.145
Modified Fire Resistive (5)	.10	.07	.15	.08	.20	.10	.117
Fire Resistive (6)	.08	.05	.10	.06	.15	.08	.087
Total Rate							.978
<b>Average Rate</b>							<b>.163</b>

NS = Nonsprinklered building rate

AS = Sprinklered building rate

Light Hazard Occupancies = Breweries and beverage manufacturing, wineries, repair service occupancies.

Moderate Hazard Occupancies = Printers, nursing or assisted living facilities, restaurants, and metalworkers.

High Hazard Occupancies = Plasticworkers, woodworkers, or any manufacturing operation with plating, dip tanks, large amounts of flammable or combustible liquids, or hazards or hazard severity not contemplated in light or moderate hazard occupancies.

# Manufacturers' Green Coverage Endorsement - 143638DEC 04 08

Policy Amendment – Manufacturers' Green Coverage Endorsement – 143638 04 08

Insured:

Policy Number:

Producer:

Effective Date:

## Schedule

Green Upgrade Coverage Limit(s) of Insurance	
Location(s)	Blanket Per Occurrence Limit of Insurance
	\$ _____
Location(s)	Per Occurrence Sublimit(s) of Insurance
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Certified Green Building Coverage Limit(s) of Insurance	
Location(s)	Blanket Per Occurrence Limit of Insurance
	\$ _____
Location(s)	Per Occurrence Sublimit(s) of Insurance
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Extensions of Coverage	
Description of Coverage	Per Occurrence Sublimit(s) of Insurance
Vegetated Roof and Heat Island Effect Coverage	\$25,000
Professional Design Consulting Coverage	\$ 25,000
Commissioning Expense Coverage	\$ 25,000
Certification Fees Coverage	\$ 25,000
Recycling Additional Expense Coverage	\$ 25,000
Flush-Out Coverage	\$ 25,000
Green Financial Incentive Coverage	\$25,000

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary

143638DEC 04 08

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President

Page 1 of 2

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A Blanket Per Occurrence Limit of Insurance or Per Occurrence Sublimit of Insurance must be shown in the above Schedule, or in the Declarations applicable to this Endorsement, in order for coverage under this Endorsement to apply.

If no Blanket Per Occurrence Limit of Insurance or no Sublimit of Insurance is shown in the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, then the coverage provided by this Endorsement does not apply.

If "0", "N/A", or "not covered" is shown as a Blanket Per Occurrence Limit of Insurance or as a Per Occurrence Sublimit of Insurance in the above Schedule, or in the Declarations applicable to this Endorsement, then coverage provided by this Endorsement does not apply.